SAGAR FOREST DIVISION.

SALE OF TIMBER.

Notification dated 15th November 1930.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following sale depots and jungle depots by the District Forest Officer, on the dates noted against each :—

Depot	Week day	Date	Teak	Nandy	Matti	Honne	Hunal	Heb-Lalsu	Other kinds	Remarks
			C.f.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Chordi ..	Monday ..	8th December 1930.	Md. 500	3,000	1,300	900	600	..	1,000	Sales will be conducted at 2 P.M. on each day Quantity more or less.
Horogoppa ..	Tuesday ..	9th do ..	„ 1,300 Sqr. 500	..	..	..	..	..	..	
Shikarpur ..	Wednesday	10th do ..	..	1,800	200	100	600	..	1,600	
Shirajkoppa ..	Thursday ..	11th do ..	..	3,300	500	200	1,000	300	3,200	
Shakunavally..	Friday ..	12th do ..	1,000	..	..	..	..	..	..	
Anavatti ..	Saturday ..	13th do ..	300	..	..	..	..	..	..	
Sagar ..	Monday ..	15th do ..	..	1,500	..	250	250	2,000	1,500	
Jog ..	Tuesday ..	16th do ..	..	1,500	200	Sura-honne Scant-lings 500 C.ft.	..	200	100	
Nagavally ..	Monday ..	22nd do ..	..	2,000 Scantlings 500 C.ft.	..	..	..	..	1,000	

N.B.—The sale will be continued on the morning of the next day in case if it is not possible to complete it on the date notified.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed it will again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defauter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1930. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the 15th May 1930 the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and everyone of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent from the date of their falling due up to the date of payment.

14. The timber of defaulters in the sales held during 29-30, will be resold at the time of these sales at the risk of the orginal purchasers.

Notification dated 18*th November* 1930.

Sealed tenders are invited for the purchase of the exclusive right of collecting and removing Thupra leaves on all Government unoccupied lands Amrut Mahal Kavals, State Forests, Reserved lands and Plantations of Sorab Taluk up to the end of June 1933. The tenders should reach the District Forest Officer, Sagar Division, Sagar, not later than 4 P.M., on Monday the 15th December 1930.

N.B.—(*a*) Government have reserved their power of issuing individual license for *bona fide* local consumers.

(*b*) Excludes the produce of Inam, jodi, khayamgutta, sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. Tenders from defaulters of previous leases will not be accepted.

2. Each tender should be superscribed "Tender for the purchase of Thupra leaves of Sorab Taluk" and should be accompanied with a deposit of Rupees two hundred (Rs. 200) only in currency notes which will be returned in the case of unsuccessful tenderers. Each tender should produce a Solvency Certificate in the prescribed form from the Amildar of the Taluk in which he resides.

3. The highest tenderer will ordinarily be the purchaser.

4. The Conservator of Forests, Shimoga, reserves to himself the rights to accept or reject the highest or any tender without assigning any reason therefor.

5. The accepted tenderer shall, within three days after intimation of the acceptance of tender, pay into the Government Treasury one-fourth of the sale amount inclusive of the deposit tendered together with local, railway and education cesses at Re. 0-1-0, 0-0-3 and 0-0-6 in the rupee on the full sale amount. In default of payment, the deposit already paid will be forfeited to Government and the right resold at the risk of the original tenderer who will be liable to make good any loss that may result to Government by such resale but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as an arrears of Land Revenue.

6. The accepted tenderer will also execute an agreement within a week from the date of intimation of the acceptance of the tender on a stamped paper of proper value procured at his own cost binding himself to act according to the following and other conditions and also

furnish security deposit of Rs. 200 or one-fourth of the total sale amount, which ever is less, for the fulfilment of the conditions of the contract, in the shape of Government S. B. Deposit.

Further conditions to be entered in the agreement are :—

(a) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(b) The lessee shall furnish a list of sub-contracts, agents, or servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(d) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(e) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1933.

(f) Neither the lessee nor his servants shall enter the State Forests either before sun-rise or after sun-set.

7. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of revenue.

8. Interest at 9 per cent will be charged on all the belated payments from the date on which they fall due.

P. KRISHNASWAMY RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 27th October 1930.

The attention of the public is invited to the detailed notification dated 26th October 1930, regarding the sale of Fuel Trees in the several forests of the Division printed on pages 1424 and 1425, Part VI of the *Mysore Gazette*, dated 13th November 1930.

Abstract Notification dated 27th October 1930.

The attentation of the public is invited to the detailed notifications regarding the sale of standing timber trees in High and Pole forests of this division, printed on pages 1421 to 1424, Part VI of the *Mysore Gazette*, dated 13th November 1930.

S. VENKATAVARADIENGAR,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification.

The attention of the public is invited to the detailed notification dated 4th November calling for tender for the right of collecting the Minor Forest Produce of this District for two years ending with June 1932 published on page 1425 to 1427 of Part VI of the *Mysore Gazette*, dated 13th November 1930.

B. MADHAVA RAO,
District Forest Officer.

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Abstract Notification.

"The attention of the public is drawn to the *Gazette* Notification calling for tenders for the Restoration of Isthur Minor Tank of Hoskote Taluk.

Last date of receipt of tender is 30th November 1930."

Earnest money to be deposited is Rs. 100.

N. G. KRISHNAIENGAR
Executive Engineer.